

SUBLEASE AGREEMENT
(On-Airport Properties)

THIS SUBLEASE AGREEMENT (this “**Sublease**”), dated as of the _____ day of _____, 2014, is entered into by and between American Airlines, Inc. (“**American**”), and the City of Los Angeles, a municipal corporation acting by order of and through its Board of Airport Commissioners (“**Sublessee**” or the “**City**”).

W I T N E S S E T H:

WHEREAS, American and the City entered into a Terminal Facilities Lease (LAA-4687) dated November 26, 1984 (the “**Original Lease**”), pursuant to which American leased certain areas of Terminal 4 at Los Angeles International Airport (the “**Airport**”) and the ground adjacent thereto (the “**Base Lease Premises**”);

WHEREAS, in connection with the issuance in 2002 of the Regional Airports Improvement Corporation Facilities Sublease Revenue Bonds, American Airlines, Inc. Terminal 4 Project (Los Angeles International Airport), the City and American entered into the First Amendment to Lease No. LAA-4687 dated January 18, 2002 (LAA-4687A)(the “**First Amendment**”, and together with the Original Lease, the “**Amended Lease**”) which amended the Original Lease;

WHEREAS, the City previously approved and authorized the financing of the improvements to the Demised Premises through the issuance of bonds by Regional Airports Improvement Corporation (“**RAIC**,” and together with the City, the “**Landlords**”);

WHEREAS, pursuant to the Partial Assignment of Terminal Facilities Lease dated as of December 1, 1984, and amended on January 1, 2002, American assigned to RAIC certain rights under the Amended Lease for the purpose of financing the acquisition, construction and installation of certain improvements to the Base Lease Premises;

WHEREAS, American and RAIC entered into a Facilities Sublease and Agreement, dated as of December 1, 1984, and amended on January 1, 2002 (as amended or supplemented, the “**Facilities Sublease**”, and together with the Amended Lease, the “**Base Lease**”) pursuant to which American subleased the Base Lease Premises and agreed to pay rent sufficient in time and amount to pay the principal of and interest on certain bonds;

WHEREAS, American and the Sublessee entered into a Settlement Agreement dated January 24, 2014 in which the parties agreed on the maintenance and operation cost calculation methodology under the Amended Lease;

WHEREAS, Sublessee wishes to sub-sublease approximately 7,396 square feet of space in the Base Lease Premises as part of its concession program in Terminal 4 and for the Terminal 4

connector building (the “**T4 Connector**”), and American is willing to sublease such space to Sublessee, under the terms and conditions hereinafter set forth;

NOW, THEREFORE, American and Sublessee agree as follows:

1. TERM. Except as provided for in Section 2.B, below, the term of this Sublease shall commence on _____ (the “Commencement Date”), and shall expire upon the expiration or earlier termination of the Amended Lease.

2. PREMISES.

A. American hereby subleases to Sublessee and Sublessee hereby subleases and takes from American a portion of the Base Lease Premises, as more particularly described and delineated on Exhibit A attached hereto and made a part hereof (the “**Premises**”). The parties acknowledge that the Premises will be modified by the concession program in Terminal 4 and construction of the Terminal 4 Connector. American agrees that if the parties agree to a different Premises, Exhibit A shall be amended by the Executive Director of Los Angeles World Airports (the “**Executive Director**”) and American, subject to City Attorney approval as to form, with an appropriate adjustment in rental charges without the prior approval or later ratification by the Board of Airport Commissioners (the “**Board**”) or the Los Angeles City Council (the “**City Council**”); provided, however, that such modification shall not exceed a cumulative rental adjustment of \$150,000 over the term of this Sublease.

B. 1,245 square feet of the Premises is concession space (the “**Concession Space**”). American acknowledges that during the term of this Sublease Sublessee may return the Concession Space indicated in Exhibit A upon 180 days advance written notice to American. Upon the exercise of City’s right to return such space pursuant to this Section 2.B, Exhibit A shall be amended by the Executive Director, subject to City Attorney approval as to form, with an appropriate adjustment in rental charges, without the prior approval or later ratification by the Board or the City Council.

3. SUBJECT TO BASE LEASE.

A. This Sublease is made subject and subordinate to all the terms and conditions of the Base Lease, and shall not be construed as granting any rights to Sublessee beyond those granted to American under the Base Lease or any such other agreements. Unless this Sublease expressly provides to the contrary, Sublessee covenants to observe and to comply with all of the terms and conditions of the Base Lease and to perform all the obligations of American as tenant under the Base Lease (excepting only the rental obligations) insofar as the same are applicable to the Premises. Sublessee shall not commit or permit to be committed any act or omission that violates any term or condition of the Base Lease or that would cause American to be in default under the Base Lease. Upon termination of the Amended Lease for any reason, this Sublease also shall immediately terminate and American shall not be liable to Sublessee by reason thereof.

B. Sublessee acknowledges that at least a portion of the Premises was financed with proceeds of the special facility bonds issued by RAIC (the “**Terminal 4 Bonds**”) and that the use of said portion of the Premises is also governed and restricted by the agreements related thereto (the “**Bond Documents**”). Sublessee agrees that it shall take no action nor permit any action to be taken in connection with its use of the Premises that would violate any provision, of, or cause a default under, the Bond Documents. In addition, Sublessee agrees not to use the Premises, conduct its operations therein, or otherwise do anything which adversely affects the exclusion from gross income of the interest on the Terminal 4 Bonds for federal income tax purposes. Sublessee agrees, as a condition to the effectiveness of this Sublease, for the joint benefit of American and RAIC, that Sublessee shall not claim depreciation or an investment tax credit with respect to the Premises for purposes of federal income taxation.

4. USE. Sublessee shall use and occupy the Premises for the following purposes and for no other purpose: airport concession space and construction and occupancy by governmental agencies and airline service providers of the Terminal 4 Connector, subject to any limitation or other restriction on use of the Premises or any portion thereof provided in the Base Lease and the documents, instruments and agreements executed and delivered in connection therewith.

5. RENT.

A. Rent. Sublessee shall pay as monthly rent (the “**Rent**”), without setoff or deduction, the monthly rental per square foot (including maintenance and operations costs (the “**M&O Costs**”)) that American is required to pay to the City under the Amended Lease for the Premises hereunder (“**American’s Rent**”). American’s Rent is calculated as the area subleased multiplied by the monthly rental per square foot then in effect. American’s Rent in effect on the Commencement Date is set forth in Exhibit B attached hereto. The Rent shall be adjusted effective with adjustments to the corresponding components of American’s Rent under the Amended Lease, and for premises changes allowed in accordance with Section 2. The rental amount will be applied monthly as a credit against Terminal 4 rentals and M&O Costs due from American to City. Rental for any partial month shall be prorated. Sublessee and American agree that the Rent shall offset and be paid towards a portion of the monthly rent for the same month owed by American to the City, in its role as landlord under the Amended Lease, pursuant to Section 6 of the Amended Lease.

B. Additional Rent. Sublessee shall pay American, as additional rent, without setoff or deduction, a proportionate share of American’s rental payments, expressed as a monthly rate per square foot, in respect of the debt service payments, for the Terminal 4 Bonds for the use of the Premises (the “**Additional Rent**”), calculated as the area subleased multiplied by the monthly rate per square foot as shown in Exhibit B, which amount will adjust in accordance with changes to the debt service schedule or premises changes allowed in accordance with Section 2. Sublessee and American agree that the Additional Rent shall offset and be credited towards a portion of the monthly rent for the same month owed by American to the City, in its role as landlord under the Amended Lease, pursuant to Section 6 of the Amended Lease.

C. Credit. For purposes of clarification, American and Sublessee agree the effect of Section 5.A. and Section 5.B. shall be that, during the term of this Sublease, Sublessee shall not remit a check to American for the Rent and Additional Rent due, and the monthly rent for which the City, in its role as landlord under the Amended Lease, bills American (via an invoice) pursuant to the Amended Lease shall be equal to the rental amounts due to the City, in its role as landlord under the Amended Lease, pursuant to Section 6 of the Amended Lease less the Rent and the Additional Rent for the same month due to American from Sublessee under this Sublease (with the invoice from the City, in its role as landlord under the Amended Lease, showing a line item credit for the Rent and Additional Rent as provided above).

D. Leasehold Taxes. In addition to the charges stated above, Sublessee shall pay and agrees to indemnify, defend and hold American harmless from and against any and all taxes of whatsoever kind or nature, including but not limited to attorneys' fees, costs and expenses incurred in connection therewith (but excluding American's income taxes) which are or may be assessed against, chargeable to or collectible from Sublessee or American by any taxing authority, federal, state or local, and which are based upon or levied or assessed with respect to the performance of this Sublease or the use of the Premises by Sublessee, or any payments made by Sublessee to any party pursuant to this Sublease.

E. RAIC Fees: This Sublease is subject to the approval of the Regional Airport Improvement Corporation ("RAIC") who may assess American a fee for costs incurred through their review and approval process. American and Sublessee hereby agree to share the cost of such fee on an equal basis. Sublessee may pay its share of such fees to American in the form of a direct payment or as a one-time credit against the rent due the City in its role as landlord under the Amended Lease. Before making payment to American, American shall provide Sublessee an invoice detailing the fees assessed by RAIC, and the allocation between American and Sublessee.

6. UTILITIES AND SERVICES; OTHER CHARGES. Utilities that are not provided by the City in its role as landlord under the Amended Lease shall be provided to the Premises by Sublessee and paid for by Sublessee. Sublessee shall also be responsible for its telephone and other communications charges.

American shall have no liability or responsibility, and Sublessee hereby waives any claims against American, for any interruption or cessation of any services covered by this Section 6, Sublessee shall be responsible for payment of all other charges for its use of the Airport.

7. ACCEPTANCE OF PREMISES. Sublessee has inspected the Premises and accepts the Premises "as is" and acknowledges that, except as otherwise expressly contained herein, American has made no representations, warranties, or guarantees of any kind, including as to the condition thereof or as to the fitness thereof for Sublessee's purposes. In no event shall American's liability of any kind under this Sublease include any special, incidental or consequential damages, including, without limitation, loss of profits, even if American shall have been advised of the possibility of such potential loss or damage.

8. REPAIRS AND MAINTENANCE. Sublessee, at its sole cost and expense, shall keep the Premises in a clean, neat and orderly condition at all times, including without limitation, the provision of janitorial services to the Premises. Further, Sublessee shall, at its own expense, make all necessary repairs to the Premises so as to maintain the Premises in good order and condition, reasonable wear and tear and damage by fire or other casualty excepted.

9. TAXES. Sublessee agrees to pay, before they become delinquent, all taxes (both general and special), assessments or governmental charges of any kind whatsoever (the "Taxes") levied or assessed against the Premises, or any property of Sublessee located thereon or any business conducted by Sublessee thereon. Sublessee agrees to use its best efforts to cause the Premises, its personal property and business operations to be assessed and taxed separately from the Base Lease Premises. In the event that American shall be assessed for Taxes on the Premises or any or all of Sublessee's leasehold improvements, equipment, furniture, fixtures, personal property or business operations, Sublessee shall pay to American the amount of the Taxes within 45 days after delivery to Sublessee by American of a written statement setting forth the amount of the Taxes payable by Sublessee. Sublessee shall furnish American with satisfactory evidence of the payments required to be made by Sublessee hereunder within forty-five (45) days after such payments are made. Sublessee shall notify American prior to protesting any assessment of Taxes and upon commencement of audit by any taxing authority with respect to any of the Taxes.

10. ALTERATIONS.

A. American acknowledges that Sublessee is entering into this Sublease for the purpose of expanding its concession program in Terminal 4 and constructing the Terminal 4 Connector. Accordingly, American agrees and consents to the alterations and improvements to be made by (i) Sublessee, or (ii) the City's sublessees with the written consent of the City, and which are necessary or desirable for such purpose, provided that all such alterations and improvements do not materially interfere with the use and operation of the Base Lease Premises and are made in compliance with the requirements of the Base Lease and the Bond Documents, including, if required, the receipt of the consent of RAIC, and that American will assist and support Sublessee's efforts to obtain such consent, provided that American will not incur any cost, expense, or liability or assume any obligation in connection therewith.

B. During the term of this Sublease, title to all improvements and alterations installed by (i) Sublessee, or (ii) the City's sublessees with the written consent of the City, shall remain in the Sublessee or the City's sublessee, as applicable. Upon the termination or this Sublease, said additions, improvements or alterations shall become a part of the land upon which they are constructed, or of the building to which they are affixed, and title thereto shall thereupon vest in City. In the event Sublessee returns Concession Space during the term of this Sublease to American pursuant to Section 2, alterations, additions or improvements to the Concession Space shall be removed by Sublessee at its own cost and expense, prior to expiration of the term of this Sublease, and Sublessee shall repair any damage to the Base Lease Premises and/or Concession Space caused by such removal. Further, if American so elects, Sublessee shall re-install or

replace any fixtures and/or equipment removed or relocated by Sublessee in the Concession Space during the term of this Sublease.

C. Notwithstanding anything to the contrary contained herein, Sublessee hereby specifically acknowledges and agrees that it has the sole responsibility to make, at its sole cost and expense, all alterations, additions, repairs and improvements to the Premises as are necessary to comply with applicable law if the necessity for any such repair, alteration, addition and improvement is attributable to Sublessee's or any City sublessee's use or occupancy of the Premises.

11. SIGNAGE. Sublessee, and the City's sublessees with the written consent of the City, shall each have the right to install, erect, maintain or display signage or advertising in or about the Premises.

12. RIGHT OF ENTRY. American shall have the right to enter the Premises upon reasonable notice to Sublessee (or without notice in the case of an emergency) for any reasonable purpose, including without limitation to gain access to and egress from those portions of the Base Lease Premises not leased to Sublessee hereunder, to perform such functions as may be necessary or convenient for the maintenance and operation thereof, and to determine whether Sublessee is in compliance with the terms of this Sublease.

13. COMPLIANCE WITH LAWS, RULES AND REGULATIONS. Sublessee shall, and shall cause any City sublessee to, faithfully observe and comply with all laws, ordinances, statutes, rules, orders and regulations of all governmental authorities, at any time issued or enforced, which are applicable to the Premises or the conduct of Sublessee's or any City sublessee's business in, on or about the Premises, and shall comply with all rules and regulations of American for the operation, safety, care or appearance of the Premises or the preservation of good order thereon and all rules and regulations promulgated by the City, in its role as landlord, pursuant to the Amended Lease. Sublessee agrees that it will not use the Premises or permit the use of the Premises in any manner that will violate the terms and conditions of the Base Lease, the Bond Documents or any fire or other insurance policy from time to time carried by American on the Premises. Sublessee shall comply with any reasonable regulations or requests that may be made by insurance underwriters.

14. CASUALTY. In the event that the Premises or any portion thereof should be damaged or destroyed by fire, or other casualty, American, at its option, may either terminate this Sublease and American shall not be liable to Sublessee by reason thereof, or diligently proceed to cause the repair of the damage to the Premises. If American elects to repair or rebuild, and if the Premises are so damaged that Sublessee is unable to occupy the Premises or a portion thereof during such repair or reconstruction, then the rental hereunder shall be abated, if and on the same basis that American's rental under the Amended Lease is abated, until the Premises can be occupied by Sublessee. American shall in no event be required to rebuild, repair or replace any improvements, fixtures or personal property of Sublessee. Notwithstanding the foregoing, in the event the Premises or the Base Lease Premises are damaged or destroyed through the negligence

or willful misconduct of Sublessee, City's sublessee or the customers, vendors, contractors or invitees of either Sublessee or City's sublessee, then Sublessee shall pay to American upon demand, the cost of repairing any such damage. Nothing in this Section 14 is intended to modify or limit the provisions of Sections 15 and 16 of this Sublease.

15. INDEMNITY. To the fullest extent permitted by law, Sublessee hereby releases and agrees to indemnify, defend and hold harmless American, the Landlords, and their respective directors, officers, agents, and employees (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**") from and against any and all claims, liabilities, losses, damages, fines, civil penalties, and expenses of any kind or nature whatsoever (including without limitation costs of suit and reasonable expenses of legal services) which may be suffered by, accrued against, charged to or recoverable from any of the Indemnified Parties to the extent caused by any occupancy, use, or misuse of the Premises by Sublessee, its officers, directors, employees, agents, contractors, or subtenants, City's sublessee or the customers, vendors, contractors or invitees of either Sublessee or City's sublessee. Nothing contained in this Section shall be construed as an indemnity by Sublessee of an Indemnified Party against any loss, liability or claim to the extent arising from the gross negligence or willful misconduct of that Indemnified Party. The indemnification obligations of this Section shall survive termination or expiration of this Sublease.

16. INSURANCE. Sublessee is a permissively self-insured governmental agency with adequate insurance or reserves to fund any reasonably anticipated loss arising from general liability, property casualty, or the workers compensation of its employees for the use and occupancy of the Premises.

17. LIENS. Sublessee hereby agrees to keep the Premises, and the improvements thereon, free and clear of mechanics' liens and other liens for labor, services, equipment or materials. In the event such a lien is filed or recorded, Sublessee shall take all action required to remove the same within fifteen (15) days of the filing or recordation. In the event that Sublessee fails to take such action to remove the lien, then American, at its option, may do so and all costs associated therewith plus an administrative fee equal to 15% of such costs shall be due to American from Sublessee upon demand.

18. CONDEMNATION.

A. Total Taking. If during the term of this Sublease or any extension or renewal thereof, all or a substantial part of the Premises should be taken for any public or quasi-public use under any governmental law, ordinance or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Sublease shall terminate on the date of taking of the Premises by the condemning authority and American shall not be liable to Sublessee by reason thereof.

B. Partial Taking. If less than a substantial part of the Premises is taken for public or quasi-public use under any governmental law, ordinance or regulation, or by right of eminent

domain, or is sold to the condemning authority under threat of condemnation, American, at its option, may by written notice terminate this Sublease and American shall not be liable to Sublessee by reason thereof or shall forthwith at its sole expense restore the remaining Premises (other than leasehold improvements made by Sublessee situated on the Premises) in order to make the same reasonably tenantable and suitable for the uses for which the Premises are subleased. The rent payable hereunder during the unexpired portion of this Sublease shall be adjusted equitably if and on the same basis that rent is established under the Base Lease.

19. DEFAULTS. The occurrence of any of the following shall constitute a default by Sublessee under this Sublease:

(a) Sublessee fails to credit to American when due any sum as required hereunder or to pay when due any sums required to be paid hereunder and such failure shall continue for more than thirty (30) days after Sublessee receives notice from American of the failure;

(b) Sublessee fails to cure any other breach of this Sublease within thirty (30) days after written notice thereof or within such shorter period of time allowed American under the Base Lease for curing such breach;

(c) Sublessee (i) takes any steps leading to its cessation as a going concern or ceases or suspends operations for reasons other than a strike; (ii) becomes insolvent or makes transfers in fraud of creditors or makes an assignment for the benefit of creditors; (iii) has an involuntary bankruptcy petition filed against it which is not dismissed within sixty (60) days; or (iv) files a petition for protection under any state or federal bankruptcy act or a trustee or receiver is appointed for all or substantially all of Sublessee's assets.

20. REMEDIES UPON DEFAULT. Upon the occurrence of an event of default hereunder, American may take any one or more of the following actions:

(a) Maintain this Sublease in full force and effect and recover any and all rent and other monetary charges as they become due, without terminating Sublessee's right to possession, regardless of whether Sublessee shall have abandoned the Premises. M

(b) Terminate this Sublease by written notice to Sublessee, in which event this Sublease shall be ended as to Sublessee and all persons holding under Sublessee, and all of Sublessee's rights shall be forfeited and lapsed, as fully as if this Sublease had expired by lapse of time. In such event, Sublessee shall be required to vacate the Premises immediately and surrender same to American. In the event of termination in accordance with this provision, the rental or any other sums payable by Sublessee pursuant to this Sublease that have accrued hereunder but are unpaid shall be immediately due and payable by Sublessee to American. In addition, Sublessee agrees to pay to American upon demand the amount of all loss and damages which American may suffer by reason of such termination, including, without limitation, (i) all expenses incurred by American, including court costs and attorney's fees, in recovering

possession of the Premises or enforcing American's rights under this Sublease; (ii) all costs and charges for care of the Premises while vacant or unused; and (iii) all costs of restoring the Premises to a good condition.

(c) Cure the default on the behalf of the Sublessee, in which event the Sublessee shall, upon demand by American, pay or, in the alternative, if American so elects, credit American all sums expended by American in accomplishing such cure plus an administrative charge of 15% of said sums.

(d) Exercise any right available to American in law or in equity.

21. CUMULATIVE RIGHTS. Each right and remedy of American provided for in this Sublease, or now or hereafter existing at law, in equity or by statute or otherwise, shall be cumulative and concurrent, and the exercise or beginning of the exercise of any one or more of such rights or remedies shall not preclude the exercise of that right or remedy in the future or the exercise of any other right or remedy at any time.

22. SURRENDER OF PREMISES. At the expiration or earlier termination of this Sublease, or upon American's termination of Sublessee's right of possession in accordance with the provisions of this Sublease, Sublessee shall surrender the Premises to American in good condition, reasonable wear and tear, and damage by fire or other casualty covered by insurance excepted.

23. ASSIGNMENT AND SUBLETTING.

A. This Sublease is personal to Sublessee and Sublessee shall not assign this Sublease, sublet the Premises or any portion thereof, or permit use by others without the prior written consent of American and, to the extent required by the Base Lease, Landlords. American's acceptance of rent from any person other than Sublessee shall not be deemed to be a waiver of this provision. Consent to one assignment, subletting or use shall not be deemed to be consent to any subsequent assignment, or subletting or use. Notwithstanding the foregoing, Sublessee shall have the right to sublease the Premises, without the prior written consent of American, to (i) a branded coffee concessionaire that is a part of Sublessee's airport concessions program for Terminal 4 and (ii) governmental agencies and tenant service providers that wish to occupy the Terminal 4 Connector, provided such subtenant's use of the Premises conforms to the requirements of the Base Lease and Bond Documents. If The Bank of New York Mellon Trust Company, N.A.'s (as trustee (the "Trustee") and assignee of certain of RAIC's rights under the Base Lease, pursuant to the Indenture (as defined in the Facilities Sublease)) acknowledgment of or consent to such assignment, subletting or use is required by the parties hereto, it is understood that the Trustee shall acknowledge such only with the written direction or consent of the holders of a majority in aggregate principal amount of the Terminal 4 Bonds and RAIC.

B. Upon the completion of the Terminal 4 Connector, American, subject to receiving certain internal approvals, intends to sub-sublease a portion of the Premises where the Terminal 4

Connector is located from the City and in such case shall enter into a sub-sublease with the same terms and conditions, including, but not limited to, terminal rates, as the Los Angeles International Airport Passenger Terminal Tariff that is then in effect.

24. FORCE MAJEURE. Neither party shall be deemed to be in breach of this Sublease by reason of a failure to perform any of its obligations hereunder to the extent that such failure is caused by strike or labor troubles, unavailability of materials or utilities, riots, rebellion, terrorist attack, insurrection, invasion, war, action or interference of governmental authorities, acts of God, or any other cause whether similar or dissimilar to the foregoing which is reasonably beyond the control of the parties; provided, however, this clause shall not apply to Sublessee's obligation to pay rent or other sums due hereunder, such obligation being absolute and unconditional.

25. ATTORNEY'S FEES. In any action or litigation by American or Sublessee for recovery of any sum due under this Sublease, or to enforce any of the terms, covenants or conditions contained herein, the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements incurred in such action. Each party shall give prompt notice to the other of any claim or suit instituted against it that may affect the other party.

26. GOVERNING LAW. This Sublease shall be governed by and construed under the laws of the state in which the Premises are located.

27. ENTIRE AGREEMENT. This Sublease constitutes the complete agreement of the parties with respect to the subject matter hereof and supersedes all previous agreements, representations and understandings concerning the same, whether written or oral. The provisions of the Sublease may be modified, amended or waived only by a written instrument, executed by American and Sublessee.

28. WAIVER AND CONSENT. A waiver by either party to this Sublease of any breach of the covenants, conditions or agreements contained herein shall not be construed as a waiver of any succeeding breach of the same or other covenants, conditions or agreements. American's acceptance of any rent or other payments due hereunder shall not be deemed a waiver of any default. Whenever American's consent or approval is required under this Sublease, such consent or approval may be granted or withheld in American's sole discretion for any or no reason. American's consent to any act by Sublessee requiring American's consent or approval shall not be deemed to waive or render unnecessary American's consent or approval to any subsequent or similar acts by Sublessee.

29. SEVERABILITY. If any provision or term of this Sublease shall be determined to be illegal, invalid or unenforceable, the remainder of this Sublease shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

30. LANDLORDS CONSENT. The Landlords consent to this Sublease may be necessary. In the event such consent is required and is denied, this Sublease shall terminate and Sublessee shall immediately vacate and surrender the Premises.

31. NOTICES. Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by overnight courier, or by facsimile transmission ("**fax**"), or mailed by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at its address or to its fax number, as appropriate, as set forth below:

Sublessee: Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216
Attention: Executive Director
Fax No.: (424) 646-9220

With a copy to:

Department of Airports
1 World Way
Post Office Box 92216
Los Angeles, CA 90009-2216
Attention: City Attorney
Fax No.: (424) 646-9212

American: American Airlines, Inc.
4333 Amon Carter Blvd.
Fort Worth, TX 76155
Attention: Vice President, Facilities & Airport Affairs, MD5317
Fax No.: (817) 931-0024

Any such notice, request, or other communication shall be considered given on the date of hand or courier delivery if delivered by hand or overnight courier, on the date of receipt if delivered by fax, or on the day of deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address or fax number of which no notice was given shall not affect the validity or the effectiveness of the notice, request, or other communication. By giving at least ten (10) days' prior written notice thereof, either party may from time to time and at any time change its mailing address or fax number hereunder.

32. QUIET ENJOYMENT. Upon Sublessee's payment of all sums due hereunder and provided that Sublessee is not otherwise in default hereunder, Sublessee shall peaceably and quietly hold, occupy and enjoy the Premises for the term of this Sublease without hindrance, ejection or interruption by American, or persons lawfully claiming through American.

33. BINDING EFFECT. Subject to prohibitions against assignment, this Sublease shall be binding upon the parties, their personal representatives, successors and assigns.

34. NONDISCRIMINATION. Without limiting the generality of any of the provisions of this Sublease, the Sublessee in its operations on the Premises, and the exercise of any privileges under this Sublease, shall not on the grounds of race, creed, sex, color or national origin discriminate or permit discrimination against any person or group of persons in any manner whatsoever and shall comply with Part 21 of the Regulations of the Office of the Secretary of the Department of Transportation, as it may be amended, and any other present or future laws, rules, regulations, orders, or directions of the United States of America with respect thereto which from time to time may be applicable to the Sublessee's operations on the Premises, whether by reason of agreement between City and the United States Government or otherwise.

35. SECURITY. Without limiting the generality of Section 13 of this Sublease, Sublessee shall adopt and enforce appropriate procedures as required by applicable law or regulation or the operator of the Airport to prevent or deter unauthorized access on the part of its customers, passengers, employees, vendors, licensees, and invitees to the Airport operations areas and aircraft. Such procedures shall include, without limitation, a requirement that all of Sublessee's employees visibly display a photographic identification badge on their person at all times while within an area covered by this Sublease which is not open to the general public, and a requirement that all passengers and other persons who are present in such an area at the invitation of Sublessee shall at all times while within such area be in the company of, and escorted by, a properly identified employee of Sublessee. Sublessee further agrees to indemnify, defend and hold harmless American with respect to any fine, levy or penalty which may be imposed upon American by the Federal Aviation Administration or any other governmental authority for violation of any law or regulation pertaining to aircraft or airport security as a result of any act or omission on the part of Sublessee, such indemnity to include all attorneys' fees and other costs of defense incurred in connection therewith. The indemnity obligations of this Section 35 shall survive the expiration or termination of this Sublease.

36. ENVIRONMENTAL MATTERS.

A. Indemnity. Sublessee shall be responsible for and shall indemnify, defend and hold the Indemnified Parties harmless from and against all liability, claims, penalties, fines, causes of action, suits, liens, losses, damages, costs and expenses of any kind (including, without limitation, all reasonable attorneys' fees and costs) arising from (i) any Release or threat of a Release on, at or from the Premises of a Hazardous Substance during the term of this Sublease (or any holdover by Sublessee after expiration of the term), or (ii) any violation of any Environmental Law in connection with the use of the Premises during the term of this Sublease (or any holdover by Sublessee after the expiration of the term); provided, however, nothing contained in this Section shall be construed as an indemnity by Sublessee of an Indemnified Party against any loss, liability or claim arising from the gross negligence or willful misconduct of such Indemnified Party. Nothing herein shall be construed to waive any of American's obligations

under the Base Lease or this Sublease. The indemnity obligations of this Section 36 shall survive the expiration or termination of this Sublease.

B. Definitions. For purposes of this Sublease, the following terms shall have the meanings noted:

(i) “**Environmental Law**” shall mean all applicable federal, state and local laws, rules, codes, regulations, ordinances, and orders with respect to environmental protection or worker health and safety, including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended; the Superfund Amendments and Reauthorization Act of 1986, as amended; the Hazardous Materials Transportation Act, as amended; the Resource Conservation and Recovery Act, as amended; the Toxic Substance Control Act of 1976, as amended; the Federal Clean Air Act, as amended; the Federal Water Pollution Control Act, as amended; the National Environmental Policy Act, as amended; any so-called “Superfund” or “Superlien” law; the Occupational Safety and Health Act, as amended; all regulations promulgated by the United States Environmental Protection Agency; all regulations promulgated by the Occupational Safety and Health Administration; and all rules adopted pursuant thereto.

(ii) “**Hazardous Substance**” shall mean all substances defined or listed as “hazardous substances,” “toxic substances,” “hazardous waste,” “toxic pollutants” in, or otherwise regulated under, any Environmental Law, including without limitation petroleum products and wastes and asbestos-containing materials.

(iii) “**Release**” shall mean any actual escape, seepage, leakage, spillage, discharge, emission, pumping, emptying or release.

C. Notice. Releases or threatened Releases any Hazardous Substance into the environment resulting from or related to the Premises or relating to Sublessee’s presence thereon or Sublessee’s activities under this Sublease shall be reported immediately by Sublessee to American and all necessary or appropriate governmental authorities with jurisdiction under applicable Environmental Laws.

D. Hazardous Substance Release. Upon discovery of a Release or threatened Release of a Hazardous Substance into the environment at or from the Premises or related to or arising from Sublessee’s performance or activities under this Sublease including, without limitation, use of the Premises, Sublessee shall immediately initiate all necessary or appropriate procedures to report, investigate, mitigate, and remediate the same, to a condition existing as of the Commencement Date of the Sublease, and immediately report the same to American. All such actions shall comply with all applicable Environmental Laws. Sublessee shall be solely responsible for undertaking and completing the investigation and/or prevention of any such Releases or threatened Releases, as well as the complete removal, remediation, and proper disposal of any Release, to the satisfaction of American and all government authorities with jurisdiction over such Releases or threatened Releases. To the extent American or governmental

authorities may determine that remediation is required, Sublessee shall coordinate such remediation with American's operations and ensure that such remediation does not unduly interfere with American's operations. Sublessee also shall ensure that upon the conclusion of such remediation, the affected property has been returned to its condition prior to such Releases or threatened Releases. Sublessee shall sign all waste manifests related to the remediation and/or disposal of any Hazardous Substance that has been released in relation to, or as a result of, Sublessee's performance hereunder, as the generator thereof. Sublessee shall promptly submit to American copies of all remediation and/or disposal work plans, reports, sampling data, and analytical results, manifests and correspondence with governmental authorities in connection with Sublessee's activities as described in this paragraph.

E. Environmental Condition on Termination. The Premises shall be returned to American in the same environmental condition that existed upon the Commencement Date of the Sublease and free of any Hazardous Substance introduced after possession of the Premises was transferred to Sublessee.

37. THE TRUSTEE. By its execution hereof, American, as sole holder of the Terminal 4 Bonds, hereby authorizes and directs the Trustee to acknowledge this Sublease.

38. BROKERS.

(a) Sublessee represents and warrants that it has had no dealings or negotiations with any broker or agent in connection with the consummation of this Sublease and Sublessee does hereby agree to indemnify and hold American harmless from and against any and all liabilities, losses, obligations, damages, penalties, claims, costs and expenses (including, without limitation, attorneys' fees and other charges) arising out of any claim, demand or proceeding for a real estate brokerage commission, finder's fee or other compensation made by any person or entity in connection with this Sublease claiming to have dealt with Sublessee. The provisions of this Section 38(a) shall survive the expiration or earlier termination of this Sublease and/or the Prime Lease.

(b) American represents and warrants that it has had no dealings or negotiations with any broker or agent in connection with the consummation of this Sublease and American does hereby agree to indemnify and hold Sublessee harmless from and against any and all liabilities, losses, obligations, damages, penalties, claims, costs and expenses (including, without limitation, attorneys' fees and other charges) arising out of any claim, demand or proceeding for a real estate brokerage commission, finder's fee or other compensation made by any person or entity in connection with this Sublease claiming to have dealt with American. The provisions of this Paragraph 38(b) shall survive the expiration or earlier termination of this Sublease and/or the Prime Lease

39. MISCELLANEOUS.

(a) This Sublease may not be modified, amended, extended, renewed, terminated or otherwise modified except by a written instrument signed by both of the parties hereto.

(b) It is acknowledged and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Sublease, which alone fully and completely expresses their agreement with respect to the subject matter hereof. This Sublease has been executed and delivered after full investigation by each of the parties hereto, and neither party hereto has relied upon any statement, representation or warranty which is not specifically set forth in this Sublease.

(c) This Sublease does not constitute an offer to sublease the Premises to Sublessee and Sublessee shall have no rights with respect to the leasing of the Premises unless and until American, in its sole and absolute discretion, elects to be bound hereby by executing and unconditionally delivering to Sublessee an original counterpart hereof.

(d) The section and paragraph headings in this Sublease are inserted only as a matter of convenience for reference and are not to be given any effect in construing this Sublease.

(e) All of the terms and provisions of this Sublease shall be binding upon and inure to the benefit of the parties hereto and, subject to the provisions of Paragraph 23 hereof, their respective successors and assigns.

(f) This Sublease may be executed in multiple counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized officers or representatives to execute this Sublease as of the day and year first written above.

SUBLESSEE:

City of Los Angeles

By: _____

Name: _____

Title: _____

Date: _____

AMERICAN:

American Airlines, Inc

By: [Signature]

Name: Timothy Skipworth

Title: Vice President - Airport Affairs & Facilities

Date: December 19, 2014

APPROVED AS TO FORM:

Michael N. Feuer, City Attorney

By: [Signature]

Name: Tamami Yamaguchi

Title: Deputy/Assistant City Attorney

Date: 1/22/15



CONSENT
OF
REGIONAL AIRPORTS IMPROVEMENT CORPORATION

The Regional Airports Improvement Corporation hereby consents to this Sublease for all purposes of the Facilities Sublease (as defined herein) and hereby directs the Trustee to acknowledge this Sublease.

By: _____

Name: _____

Title: _____

Date: _____

Acknowledged by:

The Bank of New York Mellon Trust Company, N.A.,
as Trustee

By: _____

Name: _____

Title: _____

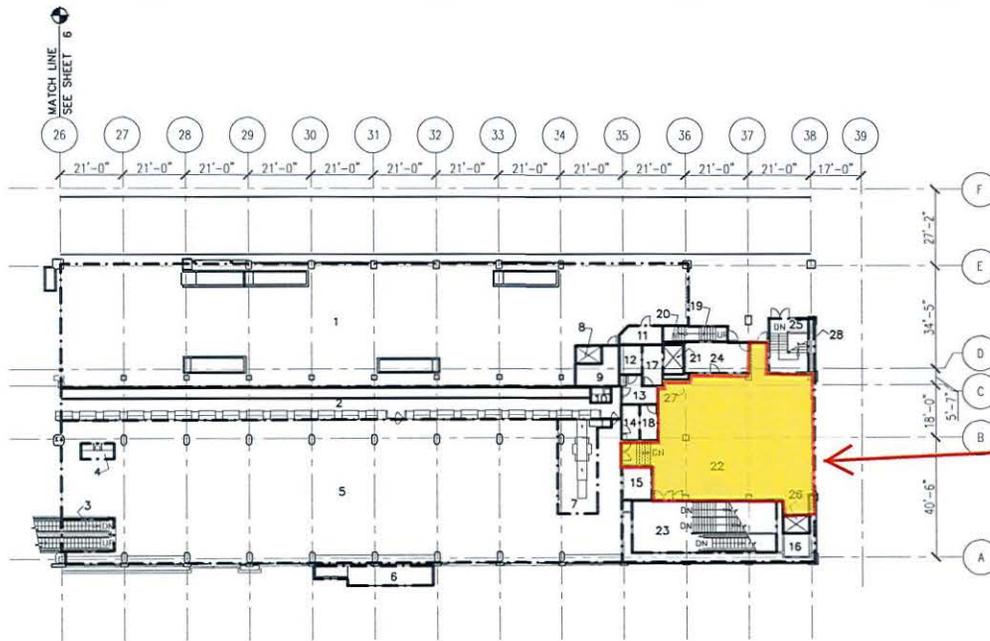
Date: _____

EXHIBIT A

Premises

EXHIBIT A
Los Angeles World Airports
Sublease Agreement with American Airlines

Old Sheet #	Old Space #	New Sheet #	New Space #	Location Description	Space Description	LAWA Sublease From AA (SF)
7	32	7	22	Second Level West Ticketing	LAWA Bus Port	2,450
12	Port. of 71	12	Port. of 3	Public Level Connector	Secure Connector	2,095
15	2	15	10	Mezzanine Level West Ticketing	Secure Connector	1,606
13	3	13	3	Public Level Satellite	Concession (Gate 45)	1,000
11	1	11	Port. of 1	Public Level Ticketing	Concession (Secure Conector)	129
13	3	13	4	Public Level Satellite	Concession (Gate 45)	116
						7,396



LAWA to Sublease from AA for
LAWA Bus Port; 2,450 SF

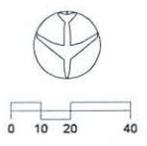
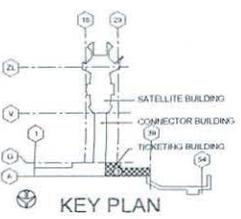
EXHIBIT A
TOTAL OF 7,396 SF

SPACE	DESCRIPTION	COMPANY NAME	AREA	TYPE	USE	SPACE	DESCRIPTION	COMPANY NAME	AREA	TYPE	USE
1	Baggage Area	American Airlines Inc	8,007	CDVR	CDVR	15	Shaft	LAWA - LAX	118	CDVR	CDVR
2	Ticket Counter	American Airlines Inc	2,094	CDVR	CDVR	16	Void	LAWA - LAX	398	CDVR	CDVR
3	Elevator	LAWA - LAX	191	CDVR	CDVR	17	Elevator Lobby	LAWA - LAX	98	CDVR	CDVR
4	Security	N/A	60	CDVR	N/A	18	Electrical	LAWA - LAX	78	CDVR	CDVR
5	Public Lobby	LAWA - LAX	8,412	CDVR	CDVR	19	Stairwell	LAWA - LAX	113	CDVR	CDVR
6	Conveyor	American Airlines Inc	243	CURB	CURB	20	Void	LAWA - LAX	7	CDVR	CDVR
7	Scanner	American Airlines Inc	451	CDVR	CDVR	21	Elevator	LAWA - LAX	71	CDVR	CDVR
8	Elevator	American Airlines Inc	55	CDVR	CDVR	22	Bus Gate Lobby	American Airlines Inc	2,461	CDVR	CDVR
9	Storage	American Airlines Inc	148	CDVR	CDVR	23	Stairwell	LAWA - LAX	864	CDVR	CDVR
10	Security	N/A	37	CDVR	N/A	24	Office	American Airlines Inc	241	CDVR	CDVR
11	Electrical	LAWA - LAX	88	CDVR	CDVR	25	Stairwell	LAWA - LAX	245	CDVR	CDVR
12	Elevator Machine Room	LAWA - LAX	78	CDVR	CDVR	26	Elevator	LAWA - LAX	55	CDVR	CDVR
13	Vestibule	American Airlines Inc	107	CDVR	CDVR	27	Void	N/A	16	CDVR	N/A
14	Electrical	LAWA - LAX	76	CDVR	CDVR	28	Void	N/A	35	CDVR	N/A
TOTAL						24,846					

SECOND LEVEL FLOOR PLAN (WEST)
TICKETING BUILDING-SECTOR 3
TERMINAL 4

NOTES: 1. The areas noted above are to be considered planning data and were redrawn using the Lease Management Application from existing 20110004 drawing files, consultant's CAD files, available information and recalculated using the new LAWA modified BOMA standards. Comments, revisions, verifications and approvals from Property and Concessions Divisions through XXX 01, 2012 have been incorporated.
2. Dimensions, geometry and usage have been field verified but may not reflect the current conditions. This data should be field verified prior to use.

20120004-07.dwg 03/21/2012

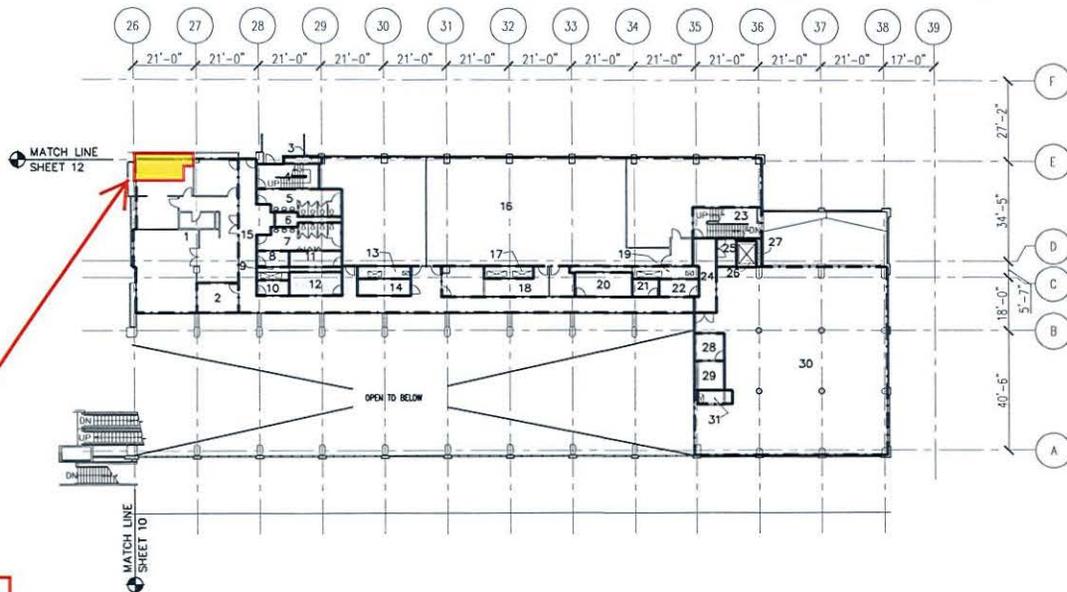


SUPERSEDES DWG. NO. 20110004

Los Angeles World Airports
MASTER LEASE EXHIBIT

TERMINAL 4
LOS ANGELES INTERNATIONAL AIRPORT

APPROVED BY	DEPUTY EXECUTIVE DIRECTOR (DD)	APPROVED BY	CHIEF AIRPORTS ENGINEER
DRAWN	NWG	CHECKED	AM/P. BURNS
SCALE	1" = 40'	DATE	03-XX-2012
GRID LOCATIONS	TO		FILE NAME
		SHEET	07
		PLAN SET NUMBER	07 OF 18
		DWG NO.	20120004



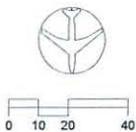
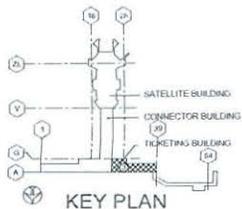
**LAWA to Sublease from AA;
Concession 129 SF**

SPACE	DESCRIPTION	COMPANY NAME	AREA	TYPE	USE	SPACE	DESCRIPTION	COMPANY NAME	AREA	TYPE	USE	
1	Office	American Airlines Inc	1,665	COVR	COVR	17	Void	LAWA - LAX	72	COVR	COVR	
2	Closet	American Airlines Inc	143	COVR	COVR	18	Office	American Airlines Inc	397	COVR	COVR	
3	Void	LAWA - LAX	28	COVR	COVR	19	Void	LAWA - LAX	142	COVR	COVR	
4	Stairwell	LAWA - LAX	180	COVR	COVR	20	Closet	American Airlines Inc	165	COVR	COVR	
5	Restroom, Women	LAWA - LAX	240	COVR	COVR	21	Electrical Room	American Airlines Inc	58	COVR	COVR	
6	Mechanical	LAWA - LAX	57	COVR	COVR	22	Electrical Room	LAWA - LAX	83	COVR	COVR	
7	Restroom, Men	LAWA - LAX	240	COVR	COVR	23	Stairwell	LAWA - LAX	240	COVR	COVR	
8	Janitorial	LAWA - LAX	60	COVR	COVR	24	Corridor	LAWA - LAX	176	COVR	COVR	
9	Void	LAWA - LAX	79	COVR	COVR	25	Elevator Lobby	LAWA - LAX	66	COVR	COVR	
10	Unknown	N/A	58	COVR	N/A	26	Elevator	LAWA - LAX	60	COVR	COVR	
11	Electrical Room	American Airlines Inc	98	COVR	COVR	27	Void	LAWA - LAX	23	COVR	COVR	
12	Telephone	LAWA - LAX	144	COVR	COVR	28	Electrical	LAWA - LAX	93	COVR	COVR	
13	Void	LAWA - LAX	78	COVR	COVR	29	Shaft	LAWA - LAX	99	COVR	COVR	
14	Storage	American Airlines Inc	105	COVR	COVR	30	Mechanical Room	LAWA - LAX	3,787	COVR	COVR	
15	Corridor	American Airlines Inc	1,329	COVR	COVR	31	Void	LAWA - LAX	54	COVR	COVR	
16	Office	American Airlines Inc	4,865	COVR	COVR							
									TOTAL	14,874		

PUBLIC LEVEL FLOOR PLAN (EAST) TICKETING BUILDING-SECTOR 3 TERMINAL 4

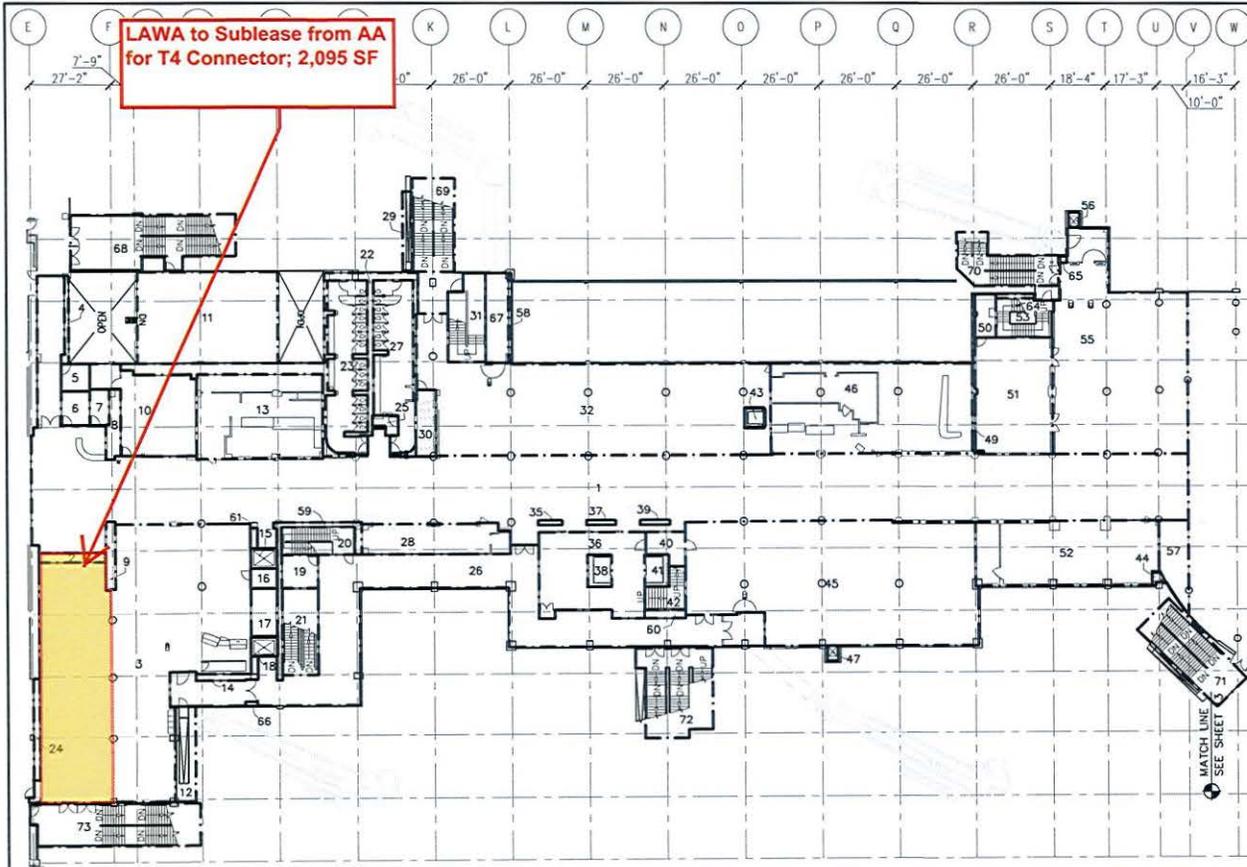
NOTES: 1. The areas noted above are to be considered planning data and were redrawn using the Leaseline Management Application from existing 20110004 drawing files, consultant's CAD files, available information and recalculated using the new LAWA modified BOMA standards. Comments, revisions, verifications and approvals from Property and Concessions Divisions through XXX 01, 2012 have been incorporated.
2. Dimensions, geometry and usage have been field verified but may not reflect the current conditions. This data should be field verified prior to use.

20120004-11.dwg 05/09/2012



SUPERSEDES DWG. NO. 20110004

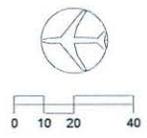
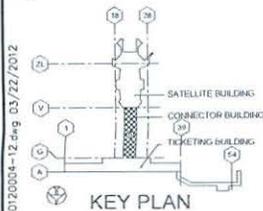
		Los Angeles World Airports	
		MASTER LEASE EXHIBIT	
		TERMINAL 4	
		LOS ANGELES INTERNATIONAL AIRPORT	
APPROVED BY		APPROVED BY	
DEPUTY EXECUTIVE DIRECTOR (DD)		CHIEF AIRPORTS ENGINEER	
DRAWN	CHECKED	SHEET	PLAN SET NUMBER
NWG	AM/P. BURNS	11	11 OF 18
SCALE	DATE	DWG NO.	
1" = 40'	03-XX-2012		
GRID LOCATIONS	FILE NAME	20120004-11-R00	
TO		20120004	



SPACE	DESCRIPTION	COMPANY NAME	AREA	TYPE	USE
1	Corridor	LAWA - LAX	10,145	COVR	COVR
2	Void	LAWA - LAX	75	COVR	COVR
3	Holdroom	American Airlines Inc	5,185	COVR	COVR
4	Void	LAWA - LAX	47	COVR	COVR
5	Office	American Airlines Inc	85	COVR	COVR
6	Office	American Airlines Inc	108	COVR	COVR
7	Void	LAWA - LAX	78	COVR	COVR
8	Void	LAWA - LAX	102	COVR	COVR
9	Void	LAWA - LAX	73	COVR	COVR
10	CONC.	DFS Group L P	1,775	COVR	COVR
11	Office	American Airlines Inc	1,470	COVR	COVR
12	Void	LAWA - LAX	222	COVR	COVR
13	CONC.	Food & Bev	1,188	COVR	COVR
14	Void	Moat International Inc	59	COVR	COVR
15	Elevator	LAWA - LAX	80	COVR	COVR
16	Electrical	LAWA - LAX	59	COVR	COVR
17	Void	LAWA - LAX	142	COVR	COVR
18	Elevator	LAWA - LAX	58	COVR	COVR
19	Unknown	N/A	352	COVR	N/A
20	Stairwell	LAWA - LAX	232	COVR	COVR
21	Escalator/Stairwell	N/A	135	COVR	N/A
22	Void	LAWA - LAX	602	COVR	COVR
23	Restroom, Women	LAWA - LAX	750	COVR	COVR
24	Void	LAWA - LAX	74	COVR	COVR
25	Custodial	LAWA - LAX	43	COVR	COVR
26	Corridor	American Airlines Inc	2,874	COVR	COVR
27	Restroom, Men	LAWA - LAX	693	COVR	COVR
28	CONC.	Airport Management Services LLC	504	COVR	COVR
29	Conveyor	American Airlines Inc	81	COVR	COVR
30	Electrical	LAWA - LAX	149	COVR	COVR
31	Stairwell	LAWA - LAX	351	COVR	COVR
32	Holdroom	American Airlines Inc	3,568	COVR	COVR
33	Void	LAWA - LAX	14	COVR	COVR
34	Lobby	American Airlines Inc	890	COVR	COVR
35	Void	LAWA - LAX	15	COVR	COVR
36	Elevator	American Airlines Inc	86	COVR	COVR
37	Void	LAWA - LAX	17	COVR	COVR
38	Mechanical Room	American Airlines Inc	124	COVR	COVR
39	Elevator	American Airlines Inc	86	COVR	COVR
40	Stairwell	American Airlines Inc	141	COVR	COVR
41	Elevator	American Airlines Inc	44	COVR	N/A
42	Stairwell	American Airlines Inc	14	COVR	N/A
43	Currency Services	LAWA - LAX	15	COVR	N/A
44	Void	American Airlines Inc	3,839	COVR	COVR
45	Holdroom	LAWA - LAX	2,039	COVR	COVR
46	Dumbwaiter	American Airlines Inc	19	COVR	COVR
47	Void	N/A	14	COVR	N/A
48	Void	LAWA - LAX	45	COVR	COVR
49	Electric Transformer & Trash	American Airlines Inc	1,007	COVR	COVR
50	Holdroom	LAWA - LAX	1,337	COVR	COVR
51	CONC.	LAWA - LAX	251	COVR	COVR
52	Stairwell	LAWA - LAX	2,797	COVR	COVR
53	Holdroom	American Airlines Inc	19	COVR	COVR
54	Dumbwaiter	American Airlines Inc	246	COVR	COVR
55	Void	LAWA - LAX	28	COVR	COVR
56	Void	LAWA - LAX	159	COVR	COVR
57	Void	LAWA - LAX	40	COVR	COVR
58	Void	LAWA - LAX	18	COVR	COVR
59	Void	LAWA - LAX	18	COVR	COVR
60	Void	LAWA - LAX	5	COVR	COVR
61	Void	LAWA - LAX	6	COVR	COVR
62	Void	LAWA - LAX	236	COVR	N/A
63	Unknown	N/A	92	COVR	N/A
64	Stairway	N/A	446	COVR	N/A
65	Stair	N/A	423	COVR	N/A
66	Stairway	N/A	546	COVR	N/A
67	Stair	N/A	696	COVR	N/A
68	Stairway	N/A	789	COVR	N/A
69	Stairway	N/A			
70	Stairway	N/A			
71	Stairway	N/A			
72	Stairway	N/A			
73	Stairway	N/A			
TOTAL			47,959		

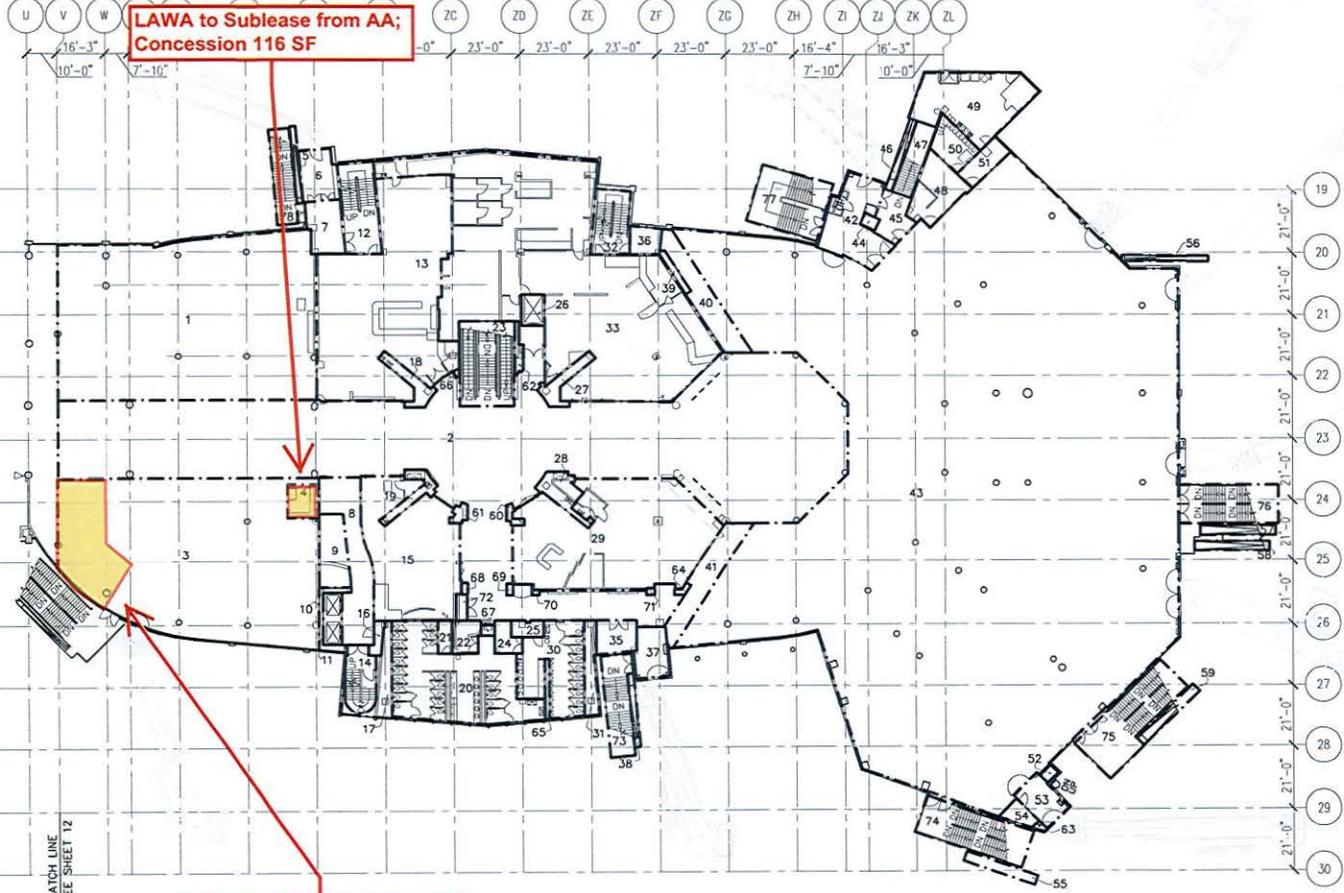
PUBLIC LEVEL FLOOR PLAN
CONNECTOR BUILDING-SECTOR 5
TERMINAL 4

NOTES: 1. The areas noted above are to be considered planning data and were redrawn using the Lease Management Application from existing 20110004 drawing files, consultant's CAD files, available information and recalculated using the new LAWA modified BOMA standards. Comments, revisions, verifications and approvals from Property and Concessions Divisions through XXX 01, 2012 have been incorporated.
2. Dimensions, geometry and usage have been field verified but may not reflect the current conditions. This data should be field verified prior to use.



SUPERSEDES DWG. NO. 20110004

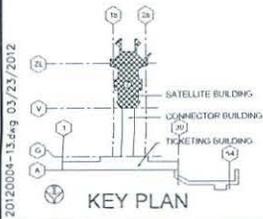
		Los Angeles World Airports MASTER LEASE EXHIBIT TERMINAL 4 LOS ANGELES INTERNATIONAL AIRPORT	
		APPROVED BY	APPROVED BY
DEPUTY EXECUTIVE DIRECTOR (CDO)		CHIEF AIRPORTS ENGINEER	
DRAWN	CHECKED	SHEET	PLAN SET NUMBER
NWG	AM/P. BURNS	12	12 OF 18
SCALE	DATE	DWG. NO.	
1" = 40'	03-XX-2012	20120004	
GRID LOCATIONS	FILE NAME		
	20120004-12-R00		



SPACE	DESCRIPTION	COMPANY NAME	AREA	TYPE	USE
1	Holdroom	American Airlines Inc	4,682	COVR	COVR
2	Corridor	LAWA - LAX	9,861	COVR	COVR
3	Holdroom	American Airlines Inc	4,349	COVR	COVR
4	CONC	LAWA - LAX	116	COVR	COVR
5	Conveyor Tunnel	American Airlines Inc	50	GRND	GRND
6	Vestibule	American Airlines Inc	213	COVR	COVR
7	Vestibule	LAWA - LAX	207	COVR	COVR
8	Lobby	American Airlines Inc	547	COVR	COVR
9	Boarding Gate	American Airlines Inc	238	COVR	COVR
10	Elevator	LAWA - LAX	108	COVR	COVR
11	Void	LAWA - LAX	63	COVR	COVR
12	Stairwell	LAWA - LAX	380	COVR	COVR
13	CONC, Food & Bev	LAWA - LAX	2,673	COVR	COVR
14	Stairwell	LAWA - LAX	217	COVR	COVR
15	CONC	LAWA - LAX	1,350	COVR	COVR
16	Unknown	N/A	41	COVR	N/A
17	Mechanical Void	LAWA - LAX	177	COVR	COVR
18	Void	LAWA - LAX	102	COVR	COVR
19	Void	LAWA - LAX	96	COVR	COVR
20	Restroom, Women	LAWA - LAX	1,236	COVR	COVR
21	Custodial	LAWA - LAX	53	COVR	COVR
22	Vestibule	LAWA - LAX	102	COVR	COVR
23	Escalator/Stairwell	LAWA - LAX	534	COVR	COVR
24	Vestibule	LAWA - LAX	83	COVR	COVR
25	Custodial	LAWA - LAX	145	COVR	COVR
26	Elevator	LAWA - LAX	82	COVR	COVR
27	Void	LAWA - LAX	102	COVR	COVR
28	Void	LAWA - LAX	145	COVR	COVR
29	CONC, Ret Merch	LAWA - LAX	2,190	COVR	COVR
30	Restroom, Men	LAWA - LAX	592	COVR	COVR
31	Mechanical Void	LAWA - LAX	133	COVR	COVR
32	Stairwell	LAWA - LAX	266	COVR	COVR
33	CONC, Food & Bev	LAWA - LAX	4,926	COVR	COVR
34	Storage	LAWA - LAX	149	COVR	COVR
35	Vestibule	LAWA - LAX	96	COVR	COVR
37	Vestibule	LAWA - LAX	184	COVR	COVR
38	Conveyor Space	American Airlines Inc	51	GRND	GRND
39	Void	LAWA - LAX	36	COVR	COVR
40	Corridor	LAWA - LAX	341	COVR	COVR
41	Corridor	LAWA - LAX	340	COVR	COVR
42	Vestibule	LAWA - LAX	479	COVR	COVR
43	Holdroom	American Airlines Inc	23,936	COVR	COVR
44	Dumbwaiter	American Airlines Inc	23	COVR	COVR
45	Vestibule	LAWA - LAX	169	COVR	COVR
46	Conveyor Space	American Airlines Inc	59	GRND	GRND
47	Stairwell	LAWA - LAX	185	COVR	COVR
48	Minor's Lounge	American Airlines Inc	32	COVR	COVR
49	Lunchroom	American Airlines Inc	706	COVR	COVR
50	Operations Office	American Airlines Inc	175	COVR	COVR
51	Passenger Service	American Airlines Inc	134	COVR	COVR
52	Dumbwaiter	American Airlines Inc	19	COVR	COVR
53	Vestibule	American Airlines Inc	165	COVR	COVR
54	Storage	American Airlines Inc	63	COVR	COVR
55	Conveyor Tunnel	American Airlines Inc	84	GRND	GRND
56	Conveyor Tunnel	American Airlines Inc	57	GRND	GRND
57	Conveyor Tunnel	American Airlines Inc	84	GRND	GRND
58	Conveyor Tunnel	American Airlines Inc	56	GRND	GRND
59	Conveyor Tunnel	American Airlines Inc	89	GRND	GRND
60	Void	LAWA - LAX	22	COVR	COVR
61	Void	LAWA - LAX	30	COVR	COVR
62	Void	LAWA - LAX	38	COVR	COVR
63	Void	LAWA - LAX	10	COVR	COVR
64	Void	LAWA - LAX	11	COVR	COVR
65	Mechanical Void	LAWA - LAX	31	COVR	COVR
66	Void	LAWA - LAX	4	COVR	COVR
67	Mechanical Void	LAWA - LAX	16	COVR	COVR
68	Void	LAWA - LAX	8	COVR	COVR
69	Void	LAWA - LAX	8	COVR	COVR
70	Void	LAWA - LAX	5	COVR	COVR
71	Void	LAWA - LAX	6	COVR	COVR
72	Unknown	N/A	32	COVR	N/A
73	Stair	N/A	301	N/A	N/A
74	Stair	N/A	392	N/A	N/A
75	Stairway	N/A	597	N/A	N/A
76	Stair	N/A	446	N/A	N/A
77	Stair	N/A	493	N/A	N/A
78	Stair	N/A	226	N/A	N/A
TOTAL			66,762		

LAWA to Sublease from AA;
Concession 1,000 SF

PUBLIC LEVEL FLOOR PLAN SATELLITE BUILDING-SECTOR 7 TERMINAL 4



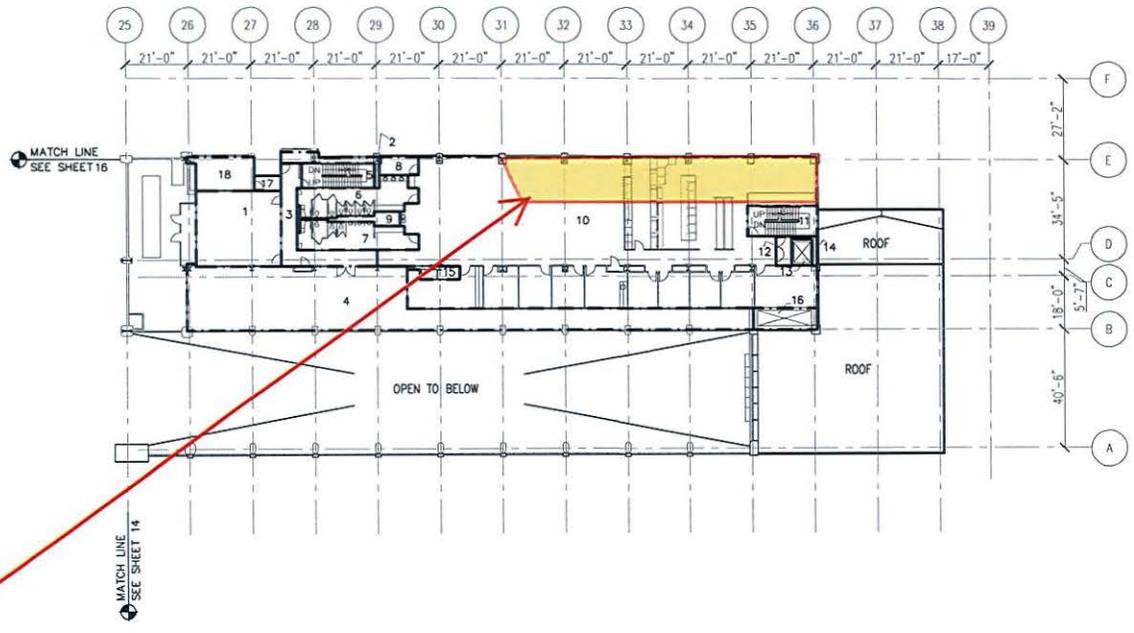
NOTES: 1. The areas noted above are to be considered planning data and were redrawn using the LeaseLine Management Application from existing 20110004 drawing files, consultant's CAD files, available information and recalculated using the new LAWA modified BOMA standards. Comments, revisions, verifications and approvals from Property and Concessions Divisions through XXX D1, 2012 have been incorporated.
2. Dimensions, geometry and usage have been field verified but may not reflect the current conditions. This data should be field verified prior to use.

SUPERSEDES DWG. NO. 20110004

Los Angeles World Airports
MASTER LEASE EXHIBIT
TERMINAL 4
LOS ANGELES INTERNATIONAL AIRPORT

APPROVED BY		APPROVED BY	
DEPUTY EXECUTIVE DIRECTOR (CDO)		CHIEF AIRPORTS ENGINEER	
DRAWN	CHECKED	SHEET	PLAN SET NUMBER
NWG	AM/P. BURNS	13	13 OF 18
SCALE	DATE	DWG. NO.	
1" = 40'	03-XX-2012	20120004	
GRID LOCATIONS	FILE NAME		
TO	20120004-13-R00		

20120004-13.dwg 03/23/2012



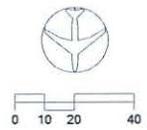
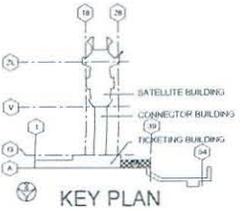
LAWA to Sublease from AA for T4 Connector; 1,606 SF

SPACE	DESCRIPTION	COMPANY NAME	AREA	TYPE	USE
1	Office	American Airlines Inc	731	COVR	COVR
2	Void	LAWA - LAX	102	COVR	COVR
3	Corridor	LAWA - LAX	347	COVR	COVR
4	Mechanical Room	LAWA - LAX	2,431	COVR	COVR
5	Stairwell	LAWA - LAX	212	COVR	COVR
6	Restroom, Men	American Airlines Inc	408	COVR	COVR
7	Restroom, Women	American Airlines Inc	361	COVR	COVR
8	Janitorial	American Airlines Inc	82	COVR	COVR
9	Mechanical Void	LAWA - LAX	35	COVR	COVR
10	Office	American Airlines Inc	6,594	COVR	COVR
11	Stairwell	LAWA - LAX	243	COVR	COVR
12	Elevator Lobby	LAWA - LAX	52	COVR	COVR
13	Elevator	LAWA - LAX	80	COVR	COVR
14	Void	LAWA - LAX	24	COVR	COVR
15	Void	LAWA - LAX	66	COVR	COVR
16	Mechanical Shaft	LAWA - LAX	155	COVR	COVR
17	Locker Room	N/A	47	COVR	N/A
18	Quiet Room	N/A	235	COVR	N/A
TOTAL			12,333		

MEZZANINE LEVEL FLOOR PLAN (WEST) TICKETING BUILDING-SECTOR 2A TERMINAL 4

- NOTES: 1. The areas noted above are to be considered planning data and were redrawn using the LeaseLine Management Application from existing 20110004 drawing files, consultant's CAD files, available information and recalculated using the new LAWA modified BOMA standards. Comments, revisions, verifications and approvals from Property and Concessions Divisions through XXX 01, 2012 have been incorporated.
2. Dimensions, geometry and usage have been field verified but may not reflect the current conditions. This data should be field verified prior to use.

20120004-15.dwg 03/23/2012



SUPERSEDES DWG. NO. 20110004

		<i>Los Angeles World Airports</i> MASTER LEASE EXHIBIT TERMINAL 4 LOS ANGELES INTERNATIONAL AIRPORT	
		APPROVED BY	APPROVED BY
DEPUTY EXECUTIVE DIRECTOR (CDG)		CHIEF AIRPORTS ENGINEER	
DRAWN NWG	CHECKED AM/P. BURNS	SHEET 15	PLAN SET NUMBER 15 OF 18
SCALE 1" = 40'		DATE 03-XX-2012	
GRID LOCATIONS TO		DWG. NO. 20120004	
		FILE NAME 20120004-15-RDD	

EXHIBIT B

Rent and Additional Rent

Effective January 1, 2014:

1. Fair Rent:

Location Description	Space Description	SF	Annual Rental Rate
Public Level Connector	Secure Connector	2,095	\$0.00
Second Level West Ticketing	LAWA Bus Port	2,450	\$0.52
Mezzanine Level West Ticketing	Secure Connector	1,606	\$0.52
Public Level Ticketing	Concession (Gate 41)	129	\$0.52
Public Level Satellite	Concession (Gate 45)	116	\$0.52
Public Level Satellite	Concession (Gate 45)	1,000	\$32.00
Total		7,396	

2. M&O Rent: \$52.51 per square foot per annum; \$4.3758 per square foot per month

3. Additional Rent, effective as shown in the table below:

Effective Date	Per Square Foot Per Annum	Per Square Foot Per Month
October 1, 2014	\$47.0947	\$3.9246
January 1, 2015	\$47.6047	\$3.9671
January 1, 2016	\$48.1440	\$4.012
January 1, 2017	\$48.7355	\$4.0613
January 1, 2018	\$49.3734	\$4.1145
January 1, 2019	\$50.0518	\$4.1710
January 1, 2020	\$50.7922	\$4.2327
January 1, 2021	\$51,5737	\$4.2978
January 1, 2022	\$52.4310	\$4.3692
January 1, 2023	\$53.3418	\$4.4551
January 1, 2024	\$353.5587	\$29.4332

Rent and Additional Rent are subject to adjustment as set forth in Section 5. above.